

**Village of Queen Charlotte  
Bylaw # 49-2011**

**BEING A BYLAW TO REGULATE THE OPERATION AND MAINTENANCE  
OF THE QUEEN CHARLOTTE CEMETERY**

The Council of the Village of Queen Charlotte, in open meeting assembled, enacts as follows:

1. In this bylaw, unless the context otherwise requires:

Administrator	shall mean the Chief Administrative Officer or other person duly appointed as such from time to time by the Council;
Caretaker	shall mean the person or persons duly appointed or employed by the Village from time to time as caretaker of the cemeteries of the Village of Queen Charlotte;
Cemetery	shall mean and include any parcel or tract of land set aside, used, maintained or operated as a cemetery by the Village of Queen Charlotte;
Child	shall mean any person one year old up to and including 12 years of age;
Council	shall mean the Council of the Village of Queen Charlotte;
Director	shall mean that person as defined under the <i>Business Practices and Consumer Protection Act</i> that is charged with administration of the <i>Crema-tion, Interment and Funeral Services Act</i> ;
Infant	shall mean any person up to the age of one year;
Mayor	shall include the Acting Mayor;
Medical Health Officer	shall mean the person duly appointed from time to time by the Ministry of Health or Interior Health Authority to act as Medical Health Officer for the Village of Queen Charlotte;
Treasurer	shall mean the Chief Financial Officer or other person duly appointed as such from time to time by the Council;
Village	shall mean the Village of Queen Charlotte.

The use of words signifying the masculine shall include the feminine. All other words and phrases in this bylaw shall be construed in accordance with the meaning assigned to them in the *Crema-tion, Interment, and Funeral Services Act*, SBC 2004, c.35 and the *Business Practices and Consumer Protection Act*, SBC 2004, c.2, and their associated regulations, all as amended or replaced from time to time.

2. The following land has been set aside, operated, used or maintained as a cemetery by the Village:
  - a. Block A, District Lot 16, Queen Charlotte District
3. A copy of the cemetery plan shall be filed with the Director as defined under the *Business Practices and Consumer Protection Act* and copies shall also be kept available for public inspection in the Municipal Office and at such other places as may be deemed necessary.

**PERMIT TO USE THE CEMETERY**

4. The Council may grant to any person paying the interment right contract fee and the care fund contribution fee, according to the scale of fees prescribed in Schedule "C" to this bylaw, an interment right contract in the form of Schedule "A" attached hereto and forming part of this bylaw.
5. Council reserves to itself the right to refuse to sell the use of more than one grave space to any one individual.

6. (a) Where the holder of an interment right contract wishes to transfer his rights under that interment right contract to another person he shall first provide the Administrator with full particulars of the name, address and other description of the person to whom the transfer is to be made, the consideration to be paid therefore and such other information as the Administrator may reasonably request. The provision of such information shall not bind the Village to accept or permit the proposed transfer.
- (b) Upon acceptance by the Village of the transfer fee prescribed in Schedule "C" to this by-law, and upon compliance with the requirements of this bylaw by the interment right contract holder and the person to whom the interment right contract is to be transferred, the Administrator shall effect the desired transfer by an endorsement upon the interment right contract and shall record the transfer in the books or other records kept by him for that purpose.
7. All interment right contracts issued for use of grave space in the cemetery shall be subject to the provisions of this bylaw and all bylaws now or thereafter to be passed by Council.

### **FEES AND CHARGES**

8. (a) The fees for interment, use of grave space, and care of graves, and the charges for goods offered for sale by the Village for use in the cemetery, and any other cemetery fees shall be those set out in Schedule "C" attached hereto and forming part of this bylaw.
- (b) The fees set out in Schedule "C" to this bylaw shall paid at the Village's offices at the time of purchasing an interment right contract or any goods or services sold by the Village in connection with the operation of the cemetery.

### **PERMISSION TO INTER, EXHUME AND CREMATE**

9. No human remains or cremated remains shall be interred in the cemetery until a permit to inter the human remains or cremated remains has been obtained from the Village and the fee for the interment permit as specified in Schedule "C" hereof has been paid to the Village, except as may be permitted otherwise under the terms of Section 13.
10. All permits for interment of the human remains or cremated remains in the cemetery shall be in the form of Schedule "B" attached hereto and forming part of this bylaw.
11. All applications for a permit to inter in the cemetery must be made to the Administrator or the Village's offices during regular office hours, 8:30 am – 4:30 pm, Monday to Friday except Statutory Holidays, and in cases of emergency as described in Section 13.
12. Any person who makes application for an interment permit or who requires an interment to be made shall provide the Administrator with a statement of the name, age and date of the death of the deceased, whether or not the death was caused by a communicable disease as listed in the *Health Act Communicable Disease Regulation* (BC Reg. 4/83) made under the *Public Health Act*, the time and date of the funeral and any other information which it is reasonable for the Administrator to request.
13. (a) Where the Medical Health Officer directs that a body be buried in the cemetery during any period when the Village's offices are closed, permission to inter in the cemetery shall be obtained from the Administrator or the Mayor.
- (b) Where a burial in the cemetery is performed under the condition of sub-section (a) the person who permitted the burial and the person who performed the burial shall report the matter to the Administrator with full details of the deceased as required by Section 12 hereof together with such fees as may be required in accordance with Schedule "C" if such fees have not already been paid.
- (c) The information required to be given to the Administrator under the terms of sub-section (b) of this section shall be provided to the Administrator as soon after such interment as the Village's offices are opened.

14. No human remains or cremated remains interred in the cemetery shall be exhumed without a written order being first obtained from the proper authority in accordance with Part 4 of the *Cremation, Interment and Funeral Services Act*, and all exhumations must comply with the *Cremation, Interment and Funeral Services Act*.
15. It shall be unlawful to bury or cremate human remains or cremated remains within the boundary of the cemetery except pursuant to the terms of the *Cremation, Interment and Funeral Services Act* and Regulations thereunder.

### **INTERMENT IN THE CEMETERY**

16. No body other than a deceased human body, or the cremated remains or other remains of a deceased human body shall be interred in the cemetery, and all interments shall be subject to and comply with the provisions of this bylaw.
17. The holder of an interment right contract shall not permit an interment to be made in the grave space to which the interment right contract refers nor transfer or dispose of the said grave space to another person, group or organization unless such interment, transfer or disposal is made pursuant to and subject to the provisions of this bylaw.
18. Where the body of a person who died while suffering a communicable disease is to be buried in the cemetery, any instruction given by the Medical Health Officer respecting the interment shall be fully and carefully followed by those who perform the interment.
19.
  - (a) Each interment in the cemetery, other than the interment of cremated remains, shall provide for not less than 1 meter of earth between the general surface level of the ground at the grave site and the upper surface of the vault, casket or grave liner enclosing the body resting in the grave.
  - (b) Each interment of cremated remains in the cemetery shall be made in a container encased in a non decomposing liner and shall be buried in the grave not less than 60 cm deep.
  - (c) Not more than one (1) set of human remains and four (4) sets of cremated remains, may be interred in each grave space provided the soil composition permits, and the holder of an interment right contract or heirs of the holder of an interment right contract grant written authority to the Administrator permitting the interment of all remains subsequent to the first interment.
  - (d) The second or any subsequent interment in a grave space shall not be permitted to disturb or disinter any remains previously interred in the same space.
  - (e) Placement of cremated remains interred in each grave space shall be set in the grave space as follows:
    - (i) the first interment is to be placed on the left-hand side of the grave space just below the main memorial;
    - (ii) the second interment is to be placed on the right-hand side of the grave space just below the main memorial; and,
    - (iii) the third and fourth interments are to continue to follow this formation alternating from left to right.
20. Interments shall be permitted to take place on any day between one hour after sunrise and one hour before sunset.
21. Graves shall be dug or opened only by persons authorized by the Administrator.
22. Persons who dig or open the graves must comply with WorkSafeBC Occupational Health and Safety Regulations, Policies and Guidelines as appropriate.

**CEMETERY CARETAKER**

23. (1) Council may authorize the appointment of a cemetery caretaker and the duties and responsibilities of a caretaker so appointed shall be, among other things, to carry out, or cause to be carried out by cemetery workforces placed under their supervision:
- (a) The digging, preparation, opening and closing of graves as ordered by the Administrator;
  - (b) The direction of all funerals in the cemetery to the correct gravesite;
  - (c) The general work of the cemetery, to maintain it in a neat, tidy condition, including maintenance of walls, fences, gates, paths and other cemetery improvements;
  - (d) The installation of memorial tablets, markers and monuments on graves, and general construction of their foundations or bases; and
  - (e) The provisions for care of the cemetery tools and equipment.
- (2) Until such time as a cemetery caretaker is appointed, a duly authorized employee shall complete such duties, responsibilities and work as may be directed by the Administrator.

**ADMINISTRATION AND CARE FUND**

24. The Administrator shall maintain records as necessary to the administration and management of the cemetery and as required by the *Cremation, Interment and Funeral Services Act* and Regulations.
25. The Administrator is hereby authorized on behalf of the Village and subject to the provisions of this bylaw to grant an interment rights contract in the form set out in Schedule "A" hereof in respect of any unoccupied and licensed grave spaces in the cemetery.
26. The Administrator shall issue all permits for interment and exhumation required by this bylaw except as otherwise provided herein.
27. Upon issuing any permits for interment in the cemetery, or upon viewing an order for exhumation from the proper authority as required by Section 14 hereof, the Administrator shall notify the Caretaker or the authorized employee before the time of the intended interment or exhumation.
28. (a) Council hereby establishes a care fund in the form of a trust account to be known as "The Cemetery Care Fund Account" into which the Treasurer shall pay all funds received for care fund purposes and all such funds shall be deposited in said account, and there held pending investment or expenditure as hereinafter provided.
- (b) From each interment right contract sold, the Treasurer shall pay into The Cemetery Care Fund Account, the fee specified in Schedule "C" hereof.
- (c) On all interment right contracts, and on all agreements for the transfer of such interment right contracts, the amount required to be used for care fund purposes shall be specified, provided that the amount so specified shall not apply to grave space made available by the Village free of charge for indigent burial.
- (d) Any owner of a memorial marker desiring to install same in the cemetery, shall pay to the Administrator prior to the installation of such memorial marker, the fee specified in Schedule "C" hereof, and such amounts when received shall be paid by the Treasurer into The Cemetery Care Fund Account for investment as hereinafter provided.
- (e) Investment of funds received for care fund purposes shall be made as required by the *Cremation, Interment and Funeral Services Act* and its regulations.
- (f) The income from The Cemetery Care Fund Account including any appreciation thereof shall be used for the sole purpose of upkeep and maintenance of the property licensed and the cemetery of which it forms part.

- (g) The principal sum of the Cemetery Care Fund shall not be reduced otherwise than in accordance with the *Cremation, Interment and Funeral Services Act* and its regulations.
29. A separate account of all monies received under the provisions of this bylaw and of all monies expended hereunder shall be kept by the Treasurer and any surplus remaining or receipts over expenditure shall be paid at the end of each financial year into a fund to be known as "The Cemetery Fund" and same shall be invested by the Village in accordance with the provisions of the *Community Charter*.

### **MEMORIALS**

30. Improvements made to a grave space are the responsibility of the family or friends of the deceased to maintain. The Village is not responsible for damage incurred to these improvements.
31. Unless approved in advance of Council memorials installed on a grave space shall not exceed one meter in height and shall be made of wood, concrete, rock, or other suitable material.
32. A refundable deposit specified in Schedule "C" hereof, will be paid at the time the Interment Permit is issued and will be applied to the cost of a memorial to be placed by the Village if no memorial is installed on a grave space within eighteen (18) months of the interment. Temporary grave markers may be purchased from the Village at cost.

### **GENERAL**

33. Council hereby establishes itself as a Board of Trustees to operate the cemetery.
34. Cut flowers, wreaths or floral offerings may be placed on graves, but may be removed by the caretaker or authorized employee when their condition is considered by him to be detrimental to the beauty of the cemetery.
35. Village employees or volunteers approved by the Superintendent of Public Works shall be responsible to plant, remove, cut down or destroy any trees, shrubs, plants, flowers, bulbs or rocks in the cemetery.
36. All persons are prohibited from damaging or defacing any memorial, monument, fence, gate or structure in the cemetery, or any improvements in the cemetery.
37. Any person not behaving with proper decorum within the cemetery, or disturbing the quiet and good order of the cemetery, may be evicted there from by the caretaker or authorized employee.
38. The discharging of firearms, other than in regular volleys at burial services, is prohibited in the cemetery.
39. Any person who willfully or unlawfully disturbs persons assembled for the purpose of burying a body therein, or who commits a nuisance, or at any time behaves in an indecent and unseemly manner, or deposits any rubbish or offensive matter or things in a cemetery, or in any way violates any grave, memorial or other structure within the same, shall be guilty of an infraction of this bylaw and liable to the penalties hereof.
40. The cemetery shall be deemed open one hour after sunrise and closed one hour after sunset.
41. Every person who commits an offence against this bylaw is liable to a fine and penalty not exceeding Five Hundred Dollars (\$500.00) and costs, or in default of payment thereof, or in the alternative, to imprisonment with or without hard labour for any period not exceeding six (6) months.
42. Notwithstanding anything herein contained, the administration and operation of the cemetery shall be carried out at all times in accordance with the *Cremation, Interment and Funeral Services Act* and regulations made thereunder.
43. If any section, subsection or clause of this bylaw is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the remainder of this bylaw shall be deemed to have been adopted without the invalid and severed section, subsection or clause.

44. This bylaw shall be cited as "Cemetery Bylaw No. 49-2011", and shall come into full force and effect upon adoption by Council.

READ A FIRST TIME this 21st day of March, 2011

READ A SECOND TIME this 18<sup>th</sup> day of April, 2011

READ A THIRD TIME this 2nd day of May, 2011

RECONSIDERED AND ADOPTED this 16<sup>th</sup> day of May, 2011

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

Certified correct:

\_\_\_\_\_  
Corporate Officer

## Schedule "A"

<b>QUEEN CHARLOTTE CEMETERY</b> Box 580 – 903 A Oceanview Drive, Queen Charlotte , B.C. Ph. 250-559-4765 & Fax 250-559-4742
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**INTERMENT RIGHT CONTRACT - SCHEDULE A**

This **PURCHASE AGREEMENT** is entered into between **the Village of Queen Charlotte** and the undersigned **Purchaser** named herein.

DATE: \_\_\_\_\_

<b>NAME OF PURCHASER:</b>		
<b>ADDRESS:</b>		
<b>Ph:</b>	<b>Cell:</b>	<b>Email:</b>
<b>NAME OF DECEASED:</b>		<b>Gender: M F</b>
<b>LAST ADDRESS OF DECEASED:</b>		
<b>Date of death:</b>	<b>Place of Death:</b>	<b>Resident: Yes No</b>
<b>Date of Birth:</b>	<b>Place of Birth:</b>	<b>AGE:</b>

INTERMENT PARTICULARS

**INTERMENT OF HUMAN REMAINS or INTERMENT OF CREMATED REMAINS**

<b>BLOCK:</b>	<b>PLOT:</b>	<b>CEMETERY:</b>
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FEES

	<b>TOTAL</b>
<b>PLOT:</b>	
GRAVE FEE:	\$
CARE FUND CONTRIBUTION FEE:	\$
SUB-TOTAL	\$
MEMORIAL MARKER FEE (refundable):	\$
TEMPORARY GRAVE MARKER:	\$
HST:	\$
TOTAL	\$

**PAYMENT TERMS:** For the goods and services listed, payment in full is required at the time of entering into this agreement.

**IN WITNESS WHEREOF the parties executed this agreement on the \_\_\_\_\_ day of**

\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Purchaser/Authorized Person

\_\_\_\_\_  
Relationship to Deceased

\_\_\_\_\_  
Print Name of Purchaser/Authorized Person

\_\_\_\_\_  
Signature for the Village of Queen Charlotte

## TERMS AND CONDITIONS

### CONTRACTUAL OBLIGATION

This Agreement is binding on the signatory parties, their heirs, successors, personal representatives and permitted assigns. The contract is subject to the *Business Practices and Consumer Protection Act; Cremation, Interment and Funeral Services Act* and related regulations.

### INTERMENT RIGHTS

The sale of interment right is not the sale of a plot but the ***right to be interred in an assigned plot***. An interment right holder does not acquire any right or interests in the roads, paths and other areas that allows access to and from any lot at ***Queen Charlotte Cemetery***. The interment right holder also does not acquire any right or interest in any gardens, structures, buildings or other property at ***Queen Charlotte Cemetery***.

### REQUIREMENTS PRIOR TO DISPOSITION

Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, the ***Village of Queen Charlotte*** cannot proceed with or permit the interment of human remains at the cemetery unless a written authorization for disposition is received in advance from the person with the legal right to authorize the disposition of the deceased.

### RECLAMATION of UNUSED INTERMENT RIGHTS

The ***Village of Queen Charlotte*** reserves the right to reclaim the interment rights for an unused plot where such reclamation shall be carried out in compliance with and subject to the reclamation requirements set out in Section 25 of the *Cremation, Interment and Funeral Service Regulation of B.C.* as follows:

- 25** (1) With prior approval of the director, an operator may sell a right of interment for a lot in a place of interment where the right of interment for the lot has been sold previously, but only if
- (a) the owner of the right of interment is at least 90 years of age or, if living, would be at least 90 years of age,
  - (b) a period of at least 50 years has elapsed from the date the prior right of interment was sold,
  - (c) at least 90 days have passed since the date the operator sent a notice of the operator's intention to resell the right of interment to the last known address of the interment right holder and the operator has not received a response from the interment right holder, and
  - (d) the operator has made diligent attempts to contact the interment right holder but is not able to locate or contact the interment right holder.
- (2) On receipt of an application from an operator, the director may approve or reject the application for a sale of the right of interment with or without conditions.
- (3) If the director refuses the application, the director must give the applicant written reasons for the decision.
- (4) If a right of interment for a lot is sold in the circumstances described in subsection (1), and the right of interment is subsequently required for use by the original interment right holder, the operator must provide another right of interment of equal or greater value that is acceptable to the original interment right holder or the person who has authority under section 5 of the Act with respect to the deceased interment rights holder.

### INFORMATION PRIVACY

The collection, use, disclosure and retention of personal information acquired by the cemetery in the process of providing goods and services is subject to the ***Village of Queen Charlotte*** Privacy Policy.

### BYLAWS, RULES & REGULATIONS

The use of any lot, exercise of interment rights, installation of any memorial, visitation of any memorial site and performance of all services is subject to the bylaws, rules and regulations of the cemetery as may be currently in effect or from time-to-time amended by the Village of Queen Charlotte.

### CANCELLATION & REFUNDS:

**TO CANCEL**, you must provide a written notice of cancellation. The notice must be forwarded to Box 580, Queen Charlotte B.C. VoT 1So.

- **INTERMENT RIGHTS FOR LOTS:** Refund payable shall be the original purchase price of the space identified LESS the amount of the Care Fund contribution for the space and LESS the current Cancellation Fee.
- **CARE FUND CONTRIBUTIONS:** If you cancel interment rights after funds have been deposited into the care fund, the amount deposited into the care fund shall not be refundable.
- Upon confirmation of the requesting party's or deceased's estate's legal right to receive any refund, the ***Village of Queen Charlotte*** =will provide any refund owing within 30 days from the confirmation date.

#### **COLLECTION, USE AND PRIVACY OF PERSONAL INFORMATION**

- The Purchaser, by signing this agreement, acknowledges that ***the Village of Queen Charlotte***, in the course of providing the goods and services requested shall as required by law or as it deems necessary collect, retain and disclose such personal information as is necessary to fulfill the terms and conditions of this agreement. The use of personal information about the purchaser or a deceased person shall be strictly controlled and will never be provided to another party or organization unless required to provide a good or service under this agreement or is required by legislation, regulation or court order.
- The Purchaser, by signing this agreement, acknowledges and gives their permission to the Queen Charlotte Cemetery to, from time to time as requested, provide interment or memorial locations to cemetery visitors.
- The Purchaser, by signing this agreement, waives any responsibility or liability of the ***Village of Queen Charlotte*** to control, limit, restrict or prevent access to or disclosure of personal information that may be recorded on any monument, marker or memorial installed for display at the cemetery.

#### **CEMETERY RULES AND REGULATIONS**

- The Purchaser, by signing this agreement, acknowledges receipt of a copy of this agreement and acknowledges and agrees to observe that the provision, use and maintenance as applicable covered in this agreement together with the all of the facilities of the cemetery are subject without exception to the Bylaws, Rules & Regulations and Schedule of Rates for the cemetery in their entirety now or hereafter in effect.
- The Purchaser, by signing this agreement, acknowledges there are, without exception, restrictions and limitations on the exercise of interment rights and on the form, type and installation of memorial products in the cemetery and that it is the responsibility of the Purchaser to ensure the exercise of interment rights and that any memorial product is in compliance with the Bylaws, Rules and Regulations of the cemetery.
- The Village of Queen Charlotte reserves the right, without prior notice, to remove any memorial product, personal memento, decoration or floral tributes which do not comply with the cemetery Bylaws, Rules and Regulations.
- Subject to a request being made in advance and with the permission and at the sole discretion of the Cemetery Supervisor, ***may*** allow the display of normally unauthorized items on interment lots and memorial sites on holidays, anniversaries or other dates that were of significance to the deceased memorialized. Such displays will be permitted to remain on the site for no more than the number of days allowed by the Cemetery Supervisor and will be removed thereafter without prior notice.

***By placing your signature, you agree and accept the above noted terms and conditions***

**PURCHASER'S INITIALS** \_\_\_\_\_

**Schedule "B"**

QUEEN CHARLOTTE CEMETERY  
 Box 580- 903A Oceanview Drive , Queen Charlotte , B.C.  
 Ph. 250-559-4765 & Fax 250-559-4742

**INTERMENT PERMIT - SCHEDULE B**

Name of Deceased: \_\_\_\_\_ Gender: M F

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Date of Death: \_\_\_\_\_ Place of Death: \_\_\_\_\_

Age: \_\_\_\_\_

**Interment Particulars:**

Interment Location:

Block \_\_\_\_\_ Plot \_\_\_\_\_ Cemetery: \_\_\_\_\_

Interment Date: \_\_\_\_\_ Time of Interment: \_\_\_\_\_

**Authorization:**

Under the 'Order of Priority' in Section 5(1) *Cremation, Interment and Funeral Services Act*, I \_\_\_\_\_ certify that I am the legally authorized representative to the above named deceased. Pursuant to Section 8(3)(b)(ii) *Cremation, Interment and Funeral Services Act*, I hereby authorize the interment of \_\_\_\_\_ at Queen Charlotte Cemetery.

By authorizing this interment, I agree to indemnify and hold harmless the Village of Queen Charlotte, its officers and employees, from any liability, costs, expenses or claims resulting from this authorization.

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Relationship to Deceased

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Dated Signed (YYYY/MM/DD)

\_\_\_\_\_  
Address of Authorized Person

\_\_\_\_\_  
Village Representative Signature

**Bylaw Section 23: "Persons who dig or open the graves must comply with WorkSafeBC Occupational Health and Safety Regulations, Policies and Guidelines as appropriate."**

Excerpt from *Cremation, Interment and Funeral Services Act*:

**Control of disposition of human remains or cremated remains**

**5** (1) Subject to this section and section 8 (3) (b) (i) [*requirement for authorization before funeral services or disposition*], the right of a person to control the disposition of the human remains or cremated remains vests in, and devolves on, the following persons in order of priority:

- (a) the personal representative named in the will of the deceased;
- (b) the spouse of the deceased;
- (c) an adult child of the deceased;
- (d) an adult grandchild of the deceased;
- (e) if the deceased was a minor, a person who was a legal guardian of the person of the deceased at the date of death;
- (f) a parent of the deceased;
- (g) an adult sibling of the deceased;
- (h) an adult nephew or niece of the deceased;
- (i) an adult next of kin of the deceased, determined on the basis provided by sections 89 and 90 of the *Estate Administration Act*;
- (j) the minister under the *Employment and Assistance Act* or, if the official administrator under the *Estate Administration Act* is administering the estate of the deceased under that Act, the official administrator;
- (k) an adult person having a personal or kinship relationship with the deceased, other than those referred to in paragraphs (b) to (d) and (f) to (i).

(2) If the person at the top of the order of priority set out in subsection (1) is unavailable or unwilling to give instructions, the right to give instructions passes to the person who is next in priority.

(3) If, under subsection (1), the right to control the disposition of human remains or cremated remains passes to persons of equal rank, the order of priority

- (a) is determined in accordance with an agreement between or among them, or
- (b) in the absence of an agreement referred to in paragraph (a), begins with the eldest of the persons and descends in order of age.

(4) A person claiming that he or she should be given the sole right to control the disposition of the human remains or cremated remains may apply to the Supreme Court for an order regarding that right.

(5) When hearing an application under subsection (4), the Supreme Court must have regard to the rights of all persons having an interest and, without limitation, give consideration to

- (a) the feelings of those related to, or associated with, the deceased, giving particular regard to the spouse of the deceased,
- (b) the rules, practice and beliefs respecting disposition of human remains and cremated remains followed or held by people of the religious faith of the deceased,
- (c) any reasonable directions given by the deceased respecting the disposition of his or her human remains or cremated remains, and
- (d) whether the dispute that is the subject of the application involves family hostility or a capricious change of mind respecting the disposition of the human remains or cremated remains.

(6) Despite subsections (1) to (3), if the Supreme Court makes an order in favour of a person who has applied to it under subsection (4), that person is deemed to be at the top of the order of priority set out in subsection (1).

**Requirement for authorization before funeral services or disposition**

8 (3) An operator of a cemetery, mausoleum and crematorium must not dispose of human remains unless

(a) the operator is authorized to do so under the *Vital Statistics Act*, and

(b) the operator

(i) is ordered to do so by a medical health officer under the *Public Health Act*, or

(ii) has received the authorization from the person who, under section 5 [*control of disposition of human remains or cremated remains*], has the right to control the disposition of the human remains.

**Protection from liability**

9 If

(a) there is an error or omission in an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] to an operator or a funeral provider, or

(b) the person who signed an authorization provided under section 8 [*requirement for authorization before funeral services or disposition*] did not have the authority to give the directions set out in the authorization,

the operator or funeral provider is not liable for acting on the authorization unless the operator or funeral provider knew, or ought to have known, that the facts stated in the authorization were not true or the person giving the authorization did not have the authority to do so.

VILLAGE OF QUEEN CHARLOTTE  
 Box 580 – 903A Oceanview Drive , Queen Charlotte , B.C.  
 Ph. 250-559-4765 & Fax 250-559-4742

**TARIFF - SCHEDULE "C"**

<u>GRAVE SPACE</u>	INTERMENT RIGHT CONTRACT	
(a) <u>Adult size:</u>	(Plus Care Fund Contribution of \$31.25)	\$125.00
(b) <u>Child Size:</u>	(1 to 12 years of age)(Plus Care Fund Contribution of \$25.00)	\$ 75.00
(c) <u>Infant Size</u>	(under 1 year of age)(Plus Care Fund Contribution of \$25.00)	\$ 50.00
Cremated Remains	Grave Spaces (all ages – Plus Cemetery Care Fund Contribution of \$25.00)	\$ 55.00

**PERMITS**

Interment Permit for Human Remains by Private Arrangement	No Fee (Section 22 applies)
Interment or Exhumation Permit for Human Remains (Adult size)	By Village of Queen Charlotte \$350.00 - workdays, M-F \$500.00 – Saturday or Stats
Interment or Exhumation Permit for Human Remains (Child or Infant)	By Village of Queen Charlotte \$350.00 - workdays M-F \$500.00 – Saturday or Stats
Interment Permit for Cremated Remains By Private Arrangement	No Fee (Section 22 applies)
Interment or Exhumation Permit for Cremated Remains	By Village of Queen Charlotte \$150.00 – workdays M-F \$225.00 – Saturday or Stats

**OTHER**

Transfer of Interment Right Contract	\$ 2.00
Care Fund Contribution Fee	\$25.00 or 25% of interment right contract fee, whichever is greater
Memorial Marker Fee (refundable - Section 32)	\$100.00
Temporary Grave Marker	at cost